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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARCELLA WALTERS,

Plaintiff,

v.

BO HENRIK LARSSON, also known
as BO LARSSON,

Defendant.

Case No.: 3:18-cv-00377-WGC

ORDER AND STIPULATION

Plaintiff and defendant stipulate and agree as follows:

Recitals:

The parties have settled all claims of all parties in this case. Generally, the defendant has agreed to execute a modified deed upon death as provided for in NRS 111.655, with the document to also serve as a non-probate transfer of the real property at issue in this case (2998 Brookdale Court, Reno, Nevada 89523, Washoe County Assessor Parcel No. 204-072-07) as provided in NRS 111.700, et seq; with the document to further serve as a contract to make a will. Among other things, the document modifies the definition of "death" as it pertains to defendant and his right to possession of the property.

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1 Defendant has agreed to pay all taxes, properly maintain, and fully insure, the property for
2 so long as he occupies the property. The parties have agreed to a permanent injunction,
3 without any security, as a means to prevent irreparable harm to plaintiff and because a
4 monetary award in the event of a breach by defendant would be impossible to quantify,
5 making plaintiff's remedies at law inadequate. The parties have agreed to trial by the
6 assigned Magistrate and that save and except for the agreed upon injunction entered below
7 (without any requirement for security), all claims of all parties are to be dismissed, with
8 prejudice, with each party to bear their own fees and costs.

9
10 NOW THEREFORE, in consideration of the execution of this stipulation, the
11 parties' settlement agreement, and other good and valuable consideration, the receipt,
12 adequacy and sufficiency of which are all acknowledged, the parties stipulate and agree:

13 1. The foregoing recitals are true and correct and are adopted and ratified by
14 each party.

15 2. Defendant, and those acting in concert with him (hereinafter "Defendant"),
16 are enjoined from acting, or omitting to act, so as to revoke, avoid, limit, or frustrate any
17 provision of the modified Deed upon Death which is incorporated by this reference.
18 Defendant shall not alienate any interest in the above-described property, and shall not
19 encumber it, or allow any lien against the property, either voluntarily or by operation of law.
20 Defendant and plaintiff both are ordered to honor the terms and conditions of the parties'
21 settlement agreement and the modified deed upon death.

22 3. Defendant is enjoined from doing any act, or omission to act, that would
23 have the effect of revoking, voiding, challenging, limiting, delaying, frustrating, or
24 interfering in the operation of the modified deed upon death or the parties' settlement
25 agreement. That includes that Defendant shall honor and comply with the modification of
26 "death" as set forth in the Deed upon Death, including breaching his agreed upon duties or
27 vacating the property for 90 days or more.

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1 4. Plaintiff shall not be required to post any security as a condition of the
2 foregoing injunction.

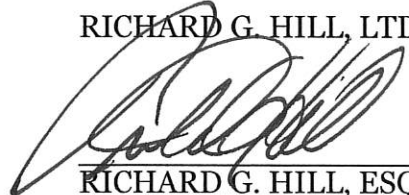
3 5. All claims of all parties are dismissed, with prejudice, with each party to pay
4 their own fees and costs.

5 IT IS SO STIPULATED.

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9 MARCELLA WALTERS

10 Dated: Feb 28, 2019

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Attorneys for Plaintiff

Dated: March 11, 2019

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28 BO LARSSON, also known as
BO HENRIK LARSSON

Dated: _____

M. JEROME WRIGHT, ESQ.
State Bar No. 463
326 West Liberty Street
Reno, Nevada 89501
Attorney for Defendant

Dated: _____

1 4. Plaintiff shall not be required to post any security as a condition of the
2 foregoing injunction.

3 5. All claims of all parties are dismissed, with prejudice, with each party to pay
4 their own fees and costs.

5 IT IS SO STIPULATED.

6 RICHARD G. HILL, LTD.

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9 MARCELLA WALTERS

10 Dated: _____

11 RICHARD G. HILL, ESQ.

12 State Bar No. 596
13 652 Forest Street
14 Reno, Nevada 89509
15 Attorneys for Plaintiff

16 Dated: _____

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19 BO LARSSON, also known as
20 BO HENRIK LARSSON

21 Dated: 26 Feb. 2019

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23 M. JEROME WRIGHT, ESQ.

24 State Bar No. 463
25 326 West Liberty Street
26 Reno, Nevada 89501
27 Attorney for Defendant

28 Dated: 26 FEB 2019

19 ORDER

20 Upon the stipulation of the parties and their counsel, and other good cause
21 appearing,

22 IT IS SO ORDERED.

23 DATED : March 13, 2019.

24
25 William G. Cobb
26 UNITED STATES MAGISTRATE JUDGE